



RED INDUSTRIES TERMS AND CONDITIONS GOVERNING THE SUPPLY OF GOODS AND/OR SERVICES

1. INTERPRETATION

The definitions and rules of interpretation in this condition 1 apply in these terms and conditions (**Conditions**).

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Client: the person, firm or company who purchases Goods and/or Services from the Supplier.

Client's Equipment: any equipment, machinery or facilities provided by the Client and used directly or indirectly in the supply of the Services.

Collection Point: means the location of the Material if this is to be collected by the Supplier.

Contract: the contract between the Supplier and the Client for the supply of Goods and/or Services in accordance with these Conditions.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Declaration Form: the form signed by the Client providing full information of any Waste to be disposed of by the Supplier pursuant to the Contract.

Delivery Location: has the meaning in condition 4.5.

Goods: the goods (or any part of them) set out in the Order (which may include Waste) to be supplied by the Supplier to the Client,

Material: the materials in respect of which the Supplier is performing the Services (including any Waste) as set out in the Order.

Order: the Client's purchase order form for the Goods and/or the Services or its written acceptance of the Quote.

Personal Data and Processing: as defined in the Data Protection Legislation.

Quote: the Supplier's written quotation for the supply of Goods and/or Services which will form the basis of the Contract, detailing the Goods and/or Services, the charges for supplying those Goods and/or Services and the details of the Client, the Material (including any Waste), Collection Point and Delivery Location (if any), and includes any variation of the Quote as evidenced in writing.

Red Group: "Red Group" means Oliver Grace Limited registered in England and Wales with company number 09422776 and any affiliate company or subsidiary of Oliver Grace Limited. The terms "holding company" and "subsidiary" shall have the meanings ascribed to them under section 1150 of the Companies Act 2006;

Relevant Legislation: means all legislation, Regulations, Directives, Codes of Practice, Guidance Notes, currently in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it, applicable to the Supplier, Client the Material or the provision of Goods and/or Services.

Services: the services to be provided by the Supplier to the Client under the Contract as set out in the Quote.

Supplier: the provider of the Goods and/or Services pursuant to the Contract, being an entity of the Red Group, whose name, address and contact details are set out in the Quote.

Supplier's Equipment: any Goods to be supplied to the Client on a rental basis, as specified in the Quote.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Waste: means any waste, including any by-product of an industrial process and anything that is discarded, disposed of, spoiled, abandoned, unwanted or surplus, irrespective of whether it is capable of being recovered or recycled or has any value as set out and detailed in the Quote.

1.1 Condition headings shall not affect the interpretation of these Conditions.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 Words in the singular shall include the plural and vice versa.

1.5 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.6 References to any statute or statutory provisions is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under the relevant statute or statutory provisions.

1.7 A reference to **written** or **writing** includes email.

2. QUOTES

2.1 Subject to Condition 2.2, any Quote is valid for a period of 30 days from the date marked on it, or until the date that the Supplier withdraws the Quote, if earlier. The Supplier may withdraw a Quote at any time before acceptance.

2.2 All Quotes given by the Supplier may be subject to submission by the Client of a representative sample of the Material for laboratory analysis, which may affect the price set out in the Quote, in which case a replacement Quote may be issued by the Supplier in substitution. If the Material, Delivery Location or Collection Point does not correspond with any description (including in the case of Waste the Declaration Form), sample or analysis provided by the Client or changes are required to any disposal/treatment route then the Supplier reserves the right:

- (a) to revise the charges set out in the Quote; or
- (b) reject the Material.

3. APPLICATION OF CONDITIONS

3.1 These Conditions shall:

- (a) apply to and be incorporated into the Contract, to the exclusion of any terms provided by the Client;
- (b) prevail over any terms or conditions contained, or referred to, in the Order, confirmation of order, acceptance of a quotation, specification or any other documentation of the Client, or implied by law, trade custom, practice or course of dealing; and
- (c) apply to the supply of both the Goods and the Services except where application to one or the other is specified.

3.2 The Order, together with a duly completed Declaration Form (if required), constitutes an offer by the Client to purchase the Goods and/or the Services specified in it subject to these Conditions, the Quote and where required the Declaration Form.

3.3 The Order shall only be deemed accepted and the Contract established upon the earlier of:

- (a) a written acceptance of the Order being issued to the Client by the Supplier; or
- (b) any act by the Supplier consistent with fulfilling the Order.

3.4 Each accepted Order shall constitute a separate Contract.

4. THE SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall use reasonable endeavours to provide the Goods and/or the Services to the Client in accordance with the Quote in all material respects.

4.2 The Supplier shall use reasonable endeavours to meet any dates specified in the Quote but any such dates shall be estimates only and time shall not be of the essence.

4.3 If the Supplier attends the Client's premises, Delivery Location or the Collection Point (as the case may be) then the Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at such premises that have been communicated to it under condition 5.1(b), provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

4.4 The Supplier shall use reasonable endeavours to ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and



- (b) if the Supplier requires the Client to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note.
- 4.5 The Supplier shall deliver the Goods to or perform the Services at the location set out in the Order or such other location as the parties may agree (**Delivery Location**) and in the case of Goods at any time after the Supplier notifies the Client that the Goods are ready.
- 4.6 The Supplier warrants that on delivery the Goods shall conform in all material respects with their description and any applicable Relevant Legislation.
- 4.7 Subject to condition 4.8, if:
- (a) the Client gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in condition 4.6;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Client (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 4.8 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in condition 4.6 in any of the following events;
- (a) the Client makes any further use of such Goods after giving notice in accordance with condition 4.7; or
- (b) the defect arises because the Client failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same.
- 4.9 Except as provided in this condition 4, the Supplier shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in condition 4.6.
- 4.10 The Supplier warrants that it shall provide the Services using reasonable care and skill and in accordance with Relevant Legislation.
- 4.11 The Supplier reserves the right to amend the Goods and/or the Services if necessary to comply with any Relevant Legislation, or if the amendment will not materially affect the nature or quality of the Goods and/or the Services, and the Supplier shall notify the Client in any such event.
- 5. CLIENT'S OBLIGATIONS**
- 5.1 The Client shall:
- (a) provide to the Supplier a complete and accurate description of Services required and/or the Material including type, character and quantity (including in the case of Waste a Declaration Form), the Delivery Location and/or Collection Point and where required a fully representative sample, description and/or analysis of the Material provided by a laboratory operating to a recognised quality standard (or where required by the Supplier allow the Supplier to inspect, analyse and/or take samples of the Material) and such other information and materials as may be necessary in order for the Supplier to supply the Goods or Services in accordance with Relevant Legislation;
- (b) immediately notify the Supplier of any change to or error in any information provided pursuant to clause 5.1(a), and in the event of such notification the Supplier reserves the right to revise the Quote as necessary;
- (c) be responsible (at its own cost) for preparing and maintaining its own premises, the Delivery Location and/or the Collection Point (if any) for the supply of the Goods and/or Services in accordance with all Relevant Legislation, before and during the supply of the Goods and/or Services at those premises and ensuring that the Materials are available for collection in accordance with the requirements of the Quote;
- (d) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements (including any particular requirements of the Client or any other party benefitting from the Services relating to safety or environmental protection) that apply at the Client's premises, the Delivery Location or the Collection Point (as the case may be) or to the provision of the Services;
- (e) co-operate with the Supplier and any regulatory authority in all matters relating to the performance of the Contract;
- (f) provide the Supplier, its employees, agents, consultants and subcontractors, with sufficient vehicular access to the Client's premises, Delivery Location or the Collection Point (as the case may be), access to office accommodation and other facilities as reasonably required by the Supplier to provide the Goods and/or Services;
- (g) comply with all Relevant Legislation (including with regard to storage of the Material) and indemnify the Supplier in respect of any breach by it, its agents, sub-contractors or employees of any Relevant Legislation. Upon learning of any breach, or potential breach, the Client must notify the Supplier immediately and upon notification, the Supplier has a discretion to:
- i. remedy the breach at the Client's cost; or
- ii. where appropriate notify the Client to remove the Material at the Client's own cost and pay the Supplier for any costs incurred by it up until and including the date of removal.
- (h) ensure that all Client's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all Relevant Legislation;
- (i) obtain and maintain all necessary or appropriate permits, licences, permissions, consents, exemptions or certificates which may be required for the performance and acceptance of Services before the date on which the Services are to start and provide the same to the Supplier as may be required by the Quote or upon request;
- (j) ensure that all drummed and/or packaged Waste is in a sealed container of the correct UN Specification (if applicable), is in a safe condition for handling and transportation and is correctly labelled, all in accordance with the Relevant Legislation and if not, without affecting any other right or remedy available to the Supplier, the Client agrees to pay the Supplier any additional costs in respect of the provision of suitable containers, and associated labour to repack the Waste, to comply with Relevant Legislation;
- (k) ensure that, if either a sample or description of the Material is provided to the Supplier, that the sample or description is a real and proper reflection of the Material and if not, without affecting any other right or remedy available to the Supplier, the Client agrees to either:
- i. remove the Material at its own cost and;
- ii. pay the Supplier for any costs the Supplier has incurred up until and including the date of removal; and
- iii. pay the Supplier an administration fee being 20% of the total cost of the charges specified in the Quote; or
- iv. pay the Supplier any additional costs (including a profit element) incurred to dispose of the Waste which does not accord to the sample or description provided by the Client;
- (l) ensure that the Supplier's Equipment is used only for the purposes for which it is designed, and operated in a proper manner by trained and competent staff in accordance with any operating instructions provided by the Supplier;
- (m) not part with control of, sell or offer for sale, underlet or lend the Supplier's Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (n) maintain at its own expense the Supplier's Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the date it was supplied to the Client (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Supplier's Equipment;
- (o) at its own expense, obtain and maintain insurance of the Supplier's Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing and
- (p) ensure that at all times the Supplier's Equipment remains identifiable as being the Supplier's property.
- 5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, sub-contractors or employees, any failure by the Client or by the person to whom the Material is delivered to perform any relevant obligation or due to the requirements of Relevant Legislation or any other matter outside the reasonable control of the Supplier then the Client will if required by the Supplier immediately take back the Material and the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay or from the return of the Material and the Supplier shall be entitled to recover any additional costs it incurs as a result of the Client's act or omission.
- 5.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, sub-contractors or employees, any failure by the Client which prevents any aspect of the Service being performed on the date(s) agreed between the Supplier and the Client, the Supplier shall be entitled to recover any additional costs it incurs as a result of the Client's act or omission.
- 5.4 In the event that the Client is unable to take back the Material as required by clause 5.2 or the Supplier is unable to return the Material to the Client, the Client shall use its best endeavours to immediately put in place alternative arrangements for the storage, treatment, handling, processing, transport and/or disposal of the Material and shall notify the Supplier of such arrangements as soon as possible.
- 5.5 The Client shall use its best endeavours to ensure that any third party to whom the Material is to be delivered co-operate with the Supplier in all matters relating to the Services and comply with all Relevant Legislation.
- 5.6 The Client shall hold harmless and indemnify the Supplier, its directors, officers and employees and shall be liable to pay to the Supplier, on demand, all costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's act or omission under clause 5.2, from the failure to ensure compliance by a third party pursuant to clause 5.4 above, the Client's fraud, negligence, breach of warranty (including, for the avoidance of doubt, any breach by the Client of any of the warranties at condition 5.8 below), failure to perform or delay in the performance of any of its obligations under the Contract or Relevant Legislation.
- 5.7 The Client shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of twelve months after the last date of supply of the Services or termination of the Contract, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of the Supplier in the provision of the Services.
- 5.8 Any consent given by the Supplier in accordance with condition 5.4 shall be subject to the Client paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee or sub-contractor.
- 5.9 The Client warrants and agrees that:
- (a) at all times the Waste that the Client presents for removal pursuant to the Contract shall exclude any materials and substances not included in the Waste detailed in the Quote ("**Excluded Waste**") and if Excluded Waste is included by the Client for removal for any reason, the Client shall indemnify the Supplier in relation to any liabilities suffered by the Supplier in connection with such Excluded Waste
- (b) all information in the Declaration Form is true and accurate and contains no errors or omissions; and
- (c) there are no foreign objects in any Waste destined for the shredder,



- (d) and the Client further acknowledges and agrees that the Supplier shall have no liability to the Client in the event of any breach by the Client of this Condition 5.6.
- 5.10 Where the Client fails to confirm its acceptance of any costs set out in clauses 5.1(k)ii, iii or iv within 48 hours of notification or demand the Client shall also pay storage costs for any Waste which differs materially from the information provided pursuant to clauses 5.1(a), 5.1(j) and 5.1(k) remaining on the Supplier's property after the expiry of such 48 hour period.
- 5.11 Title to all Material shall remain with the Client at all times until the Client has paid the Supplier's invoice in respect of the Services relating to such Material in accordance with clause 6.
- 5.12 The Client shall maintain insurance cover to meet all claims against the Client and all liabilities of the Client arising under the Contract.
- 6. CHARGES AND PAYMENT**
- 6.1 In consideration of the provision of the Goods and/or the Services the Client shall pay the prices and charges as set out in the Quote, or, as the case may be, as set out in condition 6.2 which will apply if the Supplier has agreed to provide the Services on a time and material basis.
- 6.2 Where the Services are provided on a time and materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as amended from time to time;
 - (b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00am and 5.00pm on each Business Day; and
 - (c) the Supplier shall be entitled to charge an overtime rate of 200% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it emerges on the Services outside the hours referred to in condition 6.2(b).
- 6.3 All prices and charges quoted to the Client shall be exclusive of VAT which the Supplier will add to its invoice at the appropriate rate.
- 6.4 All prices and charges quoted to the Client shall be exclusive of customs and excise duties payable in connection with the disposal, recycling or sale of the Material, which, if not previously discharged by the Client, the Supplier will add to its invoice at the appropriate rate.
- 6.5 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.
- 6.6 The Client shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of the date of the invoice.
- 6.7 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier on the due date, the Supplier may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of HSBC UK Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 - (b) suspend the supply of Services or all further delivery of Goods under the Contract or any other contract between the Client and the Supplier until payment has been made in full.
- 6.8 Time for payment shall be of the essence of the Contract.
- 6.9 All sums payable to the Supplier under this Contract shall become due immediately on its termination, despite any other provision. This condition 6.9 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 6.10 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Client to the Supplier against any liability of the Supplier to the Client.
- 7. TITLE AND RISK AND THE SUPPLIER'S PROPERTY**
- 7.1 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Client, including the Supplier's Equipment (but excluding other Goods being purchased by the Client as specified in the Quote (**Purchased Goods**)), shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.
- 7.2 The risk in any Purchased Goods shall pass to the Client on completion of delivery.
- 7.3 Title to any Purchased Goods shall not pass to the Client until the Supplier receives payment in full (in cash or cleared funds) for the Purchased Goods and any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to those Purchased Goods shall pass at the time of payment of all such sums.
- 7.4 Until title to any Goods has passed to the Client, the Client shall:
- (a) store those Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to those Goods; and
 - (c) maintain those Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- 7.5 If, before title to any Goods passes to the Client, the Client becomes subject to any of the events listed in condition 10.2, then, without limiting any other right or remedy the Supplier may have the Supplier may at any time:
- (a) require the Client to deliver up all Goods; and
 - (b) if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.
- 7.6 This Condition 7 shall survive termination of the Contract, however arising.
- 8. LIMITATION OF LIABILITY**
- 8.1 This Condition 8 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractor) to the Client in respect of:
- (a) any breach by the Supplier of the Contract;
 - (b) any use made by the Client of the Goods and/or Services, or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) of the Supplier arising under or in connection with the Contract.
- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3 Nothing in these Conditions limits or excludes the liability of the Supplier;
- (a) for death or personal injury resulting from its own negligence or that of its employees, agents or sub-contractors;
 - (b) for fraud or fraudulent misrepresentation by the Supplier; or
 - (c) for any other liability that cannot be excluded by law.
- 8.4 Subject to Condition 8.2 and Condition 8.3
- (a) the Supplier shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses nor for any of the following losses whether they are direct or indirect:
 - i. loss of profits; or
 - ii. loss of sales or business; or
 - iii. depletion of goodwill and/or similar losses; or
 - iv. loss of anticipated savings; or
 - v. loss of goods; or
 - vi. loss of agreement or contract; or
 - vii. loss of use; or
 - viii. loss of corruption of data or information.
 - (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Goods and/or Services.
- 9. CONFIDENTIALITY AND DATA PROTECTION**
- 9.1 The Client shall keep in strict confidence and not disclose to any person any technical or commercial know-how, specifications, inventions, processes or initiatives which have been disclosed to the Client by the Supplier, its employees, agents or sub-contractors and any other information concerning the Supplier's business or its products which the Client may obtain, regardless of whether marked as confidential ("**Confidential Information**"), during the Contract and at any time after termination of the Contract.
- 9.2 The Client shall restrict disclosure of Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Client's obligations to the Supplier under the Contract, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Client.
- 9.3 The Client may disclose the Supplier's Confidential Information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract;
 - (b) that was obtained independently; and
 - (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9.4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 9.5 Without prejudice to the generality of clause 9.4, each party will ensure that it has all necessary appropriate consents and notices in place to enable lawful processing of Personal Data for the duration and purposes of the Contract.
- 9.6 For processing of Personal Data in connection with the Contract the duration of the processing, the subject matter, nature and purpose of the processing, the types of personal data and categories of data subject shall be set out in the Order and where not set out in the Order shall be as follows: the duration of the processing is the duration of the Contract or such longer



period as is required by law; the subject matter, nature and purpose is the storage of Personal Data and the sharing of Personal Data between the parties and their respective Affiliates to allow performance of the Parties' obligations pursuant to the Contract; types of Personal Data subject to processing pursuant to the Contract are names, addresses, email addresses, IP addresses; and the categories of data subject are Customer and Supplier contact details, employees of the parties.

10. TERMINATION

- 10.1 Without prejudice to any other rights or remedies which the parties may have, the Supplier may terminate the Contract without liability to the Client on giving the Client not less than 10 Business Days' written notice.
- 10.2 Without prejudice to any other rights or remedies which the parties may have, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if:
- (a) the Client commits a material breach of any of the terms of the Contract, which, for the avoidance of doubt, includes any breach of condition 5.6 or condition 6.5; or
 - (b) an order is made or a resolution is passed for the winding up of the Client, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the Client; or
 - (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Client, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Client, or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - (d) a receiver is appointed of any of the Client's assets or undertaking, or circumstances arise which entitled a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Client, or if any other person takes possession of or sells the Client's assets; or
 - (e) the Client makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
 - (f) the client suspends, or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business; or
 - (g) the Client's financial position deteriorates to such an extent that in the Supplier's opinion the Client's capability to adequately fulfil its obligations under the Contract have been placed in jeopardy; or
 - (h) the Client takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or
 - (i) there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 10.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Goods and/or Services under the Contract or any other contract between the Client and the Supplier if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in condition 10.2b to 10.2(h), or the Supplier reasonably believes that the Client is about to become subject to any of them.
- 10.4 On termination of the Contract for any reason:
- (a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied under the Contract or any other contract between the Client and Supplier but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
 - (b) the Supplier's consent to the Client's possession of the Supplier's Equipment shall terminate and Supplier may, by its authorised representatives, without notice and at the Client's expense, retake possession of the Supplier's Equipment and for this purpose may access to the Delivery Location or any premises at which the Supplier's Equipment is located; and
 - (c) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 10.5 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11. FORCE MAJEURE

- 11.1 The Supplier shall have no liability to the Client under the Contract if it is prevented from or delayed in performing its obligations under the Contract, or from carrying on its business, by reason of acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the Supplier's or its sub-contractors.
- 11.2 If the Supplier's exit route from the Client's premises, Delivery Location or Collection Point (as appropriate) is blocked by any of the circumstances set out in condition 11.1, and no reasonable alternative exit routes are available, the Supplier is entitled to:
- (a) return the Material to the Client and upon doing so, reimburse the Client for any amounts already paid for the provision of the Services under the Quote; and
 - (b) receive full reimbursement of the costs incurred by the Supplier in order to return the Material to the Client, being payable on demand.

12. VARIATION

Notwithstanding any other Condition of this Contract, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by a Director of the Supplier.

13. WAIVER

- 13.1 A waiver of any right under the Contract is only effective if it is in writing and signed and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 13.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14. SEVERANCE

- 14.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 14.3 The parties agree, in the circumstances referred to in condition 14.1 and if condition 14.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

15. STATUS OF PRE-CONTRACTUAL STATEMENTS AND PRIORITY OF DOCUMENTS

- 15.1 Each of the parties acknowledges and agrees that, in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.
- 15.2 The Contract (incorporating these Conditions, the Quote and the Declaration Form.) contains the entire agreement between the parties in respect of the supply of the Services to the Client by the Supplier and replaces any previous agreement or understanding between the parties. In the event of inconsistency, the documents shall be read in the following order of precedence:
- (a) these Conditions;
 - (b) the Quote;
 - (c) the Declaration Form (if required).

16. ASSIGNMENT

- 16.1 The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

17. RIGHTS OF THIRD PARTIES

The Contract is made for the benefit of the parties identified in the Quote and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

18. NOTICES

- 18.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (d) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or principal place of business (in any other case); or
 - (e) sent by fax to its main fax number or sent by email to the address specified in the Order (in the case of the Client) or the Quote (in the case of the Supplier).
- 18.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; and
 - (c) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours, when business hours resume on the next Business Day in the place of receipt.
- 18.3 This condition 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. NO PARTNERSHIP



Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of the other party.

20. GOVERNING LAW AND JURISDICTION

20.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.